

**United States Bankruptcy Court  
Eastern District of Michigan**

In re **Karen A Fitzpatrick**

Debtor(s)

Case No. **08-70406**

Chapter **13**

**AMENDED STATEMENT OF ATTORNEY FOR DEBTOR(S)  
PURSUANT TO F.R.BANKR.P. 2016(b)**

The undersigned, pursuant to F.R.Bankr.P. 2016(b), states that:

1. The undersigned is the attorney for the Debtor(s) in this case.
2. The compensation paid or agreed to be paid by the Debtor(s) to the undersigned is: [Check one]

☐ **FLAT FEE**

- A. For legal services rendered in contemplation of and in connection with this case, exclusive of the filing fee paid . . . . . **3,000.00**
- B. Prior to filing this statement, received . . . . . **0.00**
- C. The unpaid balance due and payable is . . . . . **3,000.00**
- D. The total charge for Attorney fees and costs up to and including confirmation hearing may exceed the flat fee stated in 2.A. If the total fees and costs expended on your behalf exceed the flat fee stated in A, then an Application for Attorney Fees will be filed with the court and you will be provided with notice and the opportunity to review the fees and object. Circumstances which can lead to **Ronald S. Siegel, PC** electing to file a fee application include, but are not limited to, missed or additional hearings, objections to proof of claims, objections to Plans, motions for relief from stay, and other factors that **Ronald S. Siegel, PC** may not be able to anticipate at the time of consultation and/or preparation of documents.

The flat rate does NOT include any work performed on your behalf post-confirmation. Work performed on your behalf after the confirmation of your case will be billed at an hourly rate (see B. below) and an Application for Attorney Fees will be filed with the court and you will be provided with notice and the opportunity to review the fees and object.

Attorney fees are non-contingent based. In the event of early termination of case via dismissal, voluntary dismissal, case conversion, etc. an Application for Attorney Fees will be filed with the court for work performed.

☐ **RETAINER**

- A. Amount of retainer received . . . . . \_\_\_\_\_
- B. The undersigned shall bill against the retainer at an hourly rate of \$\_\_\_\_. [Or attach firm hourly rate schedule.] Debtor(s) have agreed to pay all Court approved fees and expenses exceeding the amount of the retainer. The above rate shall be effective whenever **Ronald S. Siegel, PC** elects to file a fee application pursuant to the circumstances described in Paragraph 2.D. above.

☒ **RETAINER/FLAT FEE BLEND**

- A. Pursuant to retainer agreement
- The client agrees to compensate **Ronald S Siegel** in such amount as is approved by the Bankruptcy Court in accordance with the terms and conditions of the Chapter 13 Plan. The minimum fee for services in connection with a confirmed chapter 13 Plan shall be **\$3,000.00** based upon the hourly rate of the services performed by the Firm. The actual fee shall be that which is approved by the court subject to the minimum charged of **\$3,000.00** and if the time devoted to such tasks exceeds **\$3,000.00**, then the fee shall be such amount based upon the hourly charges for the services performed subject to approval by the Court.
- B. Agreed fee (subject to hourly billing if fees exceed **\$3,000.00**) **3,000.00**
- Fees received prior to the case **0.00**
- Balance due (subject to hourly billing if the fee exceeds (**\$3,000.00**) **3,000.00**
- HOURLY RATE: The undersigned attorney shall bill against the retainer at an hourly rate of \$240.00, subject to annual increases. Debtor(s) agree to pay all court approved fees and expenses exceeding the retainer.**

3. \$ **299.00** of the filing fee has been paid.
4. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including: [Cross out any that do not apply.]

- A. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
- B. Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
- C. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
- ~~D. Representation of the debtor in adversary proceedings and other contested bankruptcy matters;~~
- E. Reaffirmations;
- F. Redemptions;
- G. Other:

5. By agreement with the debtor(s), the above-disclosed fee does not include the following services:

- (A) Attendance at any hearing on the valuation of property;**
- (B) Attendance at any adjourned or additional Section 341 creditors' meetings;**
- (C) Attendance at any hearing on a motion seeking extension, termination or modification of the bankruptcy stay;**
- (D) Attendance at any Section 2004 examinations;**
- (E) Attendance or representation of you in any adversarial proceedings;**
- (F) Discovery or attendance at any examinations regarding any debts of the client;**
- (G) Work related to a motion to dismiss filed by the Trustee or a creditor;**
- (H) Work related to "stripping" a lien, either by way of adversarial proceedings or otherwise;**
- (I) Any and all post confirmation work and/or services for, to or on your behalf;**
- (J) Any other work not specifically set forth in the paragraph above that sets forth what the included services are; or**
- (K) The costs or time associated with obtaining the credit counseling certificate or completion of the statutorily required debtor education course, both of which are requirements to obtaining a discharge in the bankruptcy case.**

If any of the foregoing excluded services are sought by the debtor(s), then such services shall be billed to you at our normal hourly rate plus any reimburseable expenses. The current hourly rate for such excluded services is \$240.00 per hour, to be billed in minimum increments of one-tenth (.1) per hour. Further, depending upon the nature of the foregoing work, we may require the payment in advance of a retainer against hourly charges. In such circumstance, you will be advised of the amount of the retainer required.

Specifically, with regard to representation in any adversarial proceeding filed by a creditor or litigation filed by the Trustee, Ronald S Siegel must be separately retained in writing; otherwise, Ronald S Siegel shall not represent the client with regard to such proceeding, unless mandated by the local bankruptcy rules of the district.

6. The source of payments to the undersigned was from:

- A. XX Debtor(s)' earnings, wages, compensation for services performed
- B. \_\_\_\_\_ Other (describe, including the identity of payor) \_\_\_\_\_

7. The undersigned has not shared or agreed to share, with any other person, other than with members of the undersigned's law firm or corporation, any compensation paid or to be paid except as follows:

Dated: September 16, 2009

/s/ Ronald S Siegel

Attorney for the Debtor(s)  
**Ronald S Siegel P34082**  
**Ronald S. Siegel, PC**  
**30150 Telegraph Rd Ste 444**  
**Bingham Farms, MI 48025**  
**248.646.4600 ron@siegelpc.com**

Agreed: /s/ Karen A Fitzpatrick

**Karen A Fitzpatrick**  
 Debtor

Debtor